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MICHAEL RODAK, JR., CLERK

IN THE
Supreme Court of the United States

OCTOBER TERM, 1976

No. 76-746

GEORGE GRAVES, et al.,

Petitioners,

-against-

THOMAS E. SNEED, et al.,

Respondents.

ON PETITION FOR A WRIT OF CERTIORARI
TO THE UNITED STATES COURT OF
APPEALS FOR THE SIXTH CIRCUIT

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Respondents' memorandum in opposition, in keeping with a general pattern of analysis of the facts stemming from the District Court interpretation, merely argues civility in point and time of neutrality on the part of the federal defendants regarding the private agreement between the petitioners and respondent C.A. Rawls.

Respondents' memorandum isolates the federal defendants' act of acceptance of prepayment of the loan from their acts of alleged conspiracy and the overwhelming impact of the fraud by making the analysis (Res. memo 1):

"In 1970 Rawls prepaid the balance due on the note. The FHA accordingly executed a release discharging its lien. The release was executed and recorded without the consent of petitioners. Rawls conveyed the land free of the lien to L. S. McCool."

A plethora of facts show the respondents' problem arose specifically because Rawls conveyed of record the land to McCool before it was free of the lien.

Respondents' memorandum asserts the facts as so stated by the Court of Appeals (Pet. App. 2a-3a), which statement of facts likewise avoids the alleged acts of conspiracy and fraud on the part of the federal defendants, to wit at page 2a, of the petition:

"* * * that Rawls prepaid the entire balance due on the indebtedness; that the lien provided by the original deed of trust was discharged by a release executed by the Farmers Home Administration; and that the release was executed and recorded without the consent of plaintiffs."

This presupposes that no disharmony was aroused except lack of consent on the part of the petitioners.

The action was brought in the Federal Court as a direct result of the conspiratorial, fraudulent role played by the federal defendants purposely to enable consumation of the Rawls scheme to take the land from the petitioners without defect on the face thereof.

It is nowhere contended by the petitioners that their private agreement with Rawls related to federal question jurisdiction in any respect, or that its approval by the Federal Agency would give federal question jurisdiction.

It is not the gravamen of the complaint that

"* * * Rawls attempted to acquire and reconvey a fee simple interest in property in which he had only a security interest." (Res. memo. 2)

It is gross misinterpretation to assert that

"The only allegation in the Complaint concerning the federal respondents is that the FHA improperly accepted prepayment of petitioners' loan and released its lien without petitioners' consent." (Res. memo. 3).

Indeed, FHA would hope to be an innocent bystander or disinterested party in the situation as it developed, but the facts show that FHA joined the conspiracy to take petitioners' land. The apropos cliché is that you cannot unscramble the eggs.

It is therefore respectfully submitted that the petition should be granted.

Respectfully submitted,

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Dated: February 9, 1977